

1 ROBERT E. BROWNE (*pro hac vice*)
RBrowne@ReedSmith.com
2 WILLIAM S. WELTMAN (*pro hac vice*)
WWeltman@ReedSmith.com
3 I. CEM KURU (*pro hac vice*)
IKuru@ReedSmith.com
4 10 South Wacker Drive
Chicago, IL 60606-7507
5 Phone: +1 312 207 1000
Fax: +1 312 207 6400

6 RAFFI KASSABIAN (SBN CA 260358)
RKassabian@ReedSmith.com
7 Reed Smith LLP
8 355 South Grand Avenue Suite 2900
Los Angeles, CA 90071
9 Phone: +1 213 457 8000
Fax: +1 213 457 8080

10 Attorneys for Plaintiff Preci-Dip SA

11 Todd M. Sorrell (#175143)
tsorrell@afrcr.com
12 David M. Newman (# 246351)
dnewman@afrcr.com
13 ANGLIN, FLEWELLING, RASMUSSEN,
14 CAMPBELL & TRYTTEN LLP
301 N. Lake Ave, Suite 1100
15 Pasadena, CA 91101-4158
Tel: (626) 535-1900 | Fax: (626) 577-7764

16 Attorneys for Defendants
17 Tri-Star Electronics International, Inc.
and Carlisle Interconnect Technologies,
18 Inc.

19 UNITED STATES DISTRICT COURT
20 CENTRAL DISTRICT OF CALIFORNIA

21 PRECI-DIP SA,

22 Plaintiff,

23 v.
24

25 TRI-STAR ELECTRONICS
INTERNATIONAL, INC. and
26 CARLISLE INTERCONNECT
TECHNOLOGIES, INC. and DOES 1-10,
inclusive,

27 Defendants.
28

CASE NO.: 2:17-cv-05052-GW (ASx)

Hon. Alka Sagar

**~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve intellectual property rights and/or information, trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of employees and/or third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address

1 their handling at the end of the litigation, and serve the ends of justice, a protective order for such
2 information is justified in this matter. It is the intent of the parties that information will not be
3 designated as confidential for tactical reasons and that nothing be so designated without a good faith
4 belief that it has been maintained in a confidential, non-public manner, and there is good cause why
5 it should not be part of the public record of this case. Nothing herein is intended to waive any
6 party's right to object to the disclosure/production of information and nothing herein is intended to
7 waive any party's right to rely upon confidentiality designations made in the Prior Litigation (Case
8 No. CV 08-04226-GAF-AJWx; Case No. CV 08-08655-GAF-AJW, filed in the United States
9 District Court for the Central District of California). The parties agree to adhere to all orders from
10 the Prior Litigation regarding the confidentiality and/or discoverability of documents/information,
11 and will treat them as controlling.

12 2. DEFINITIONS

13 2.1 Action: this pending federal law suit.

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is
17 generated, stored or maintained) or tangible things that qualify for protection under
18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
19 Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support
21 staff).

22 2.5 Designating Party: a Party or Non-Party that designates information or items that it
23 produces in disclosures or in responses to discovery as "CONFIDENTIAL."

24 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium
25 or manner in which it is generated, stored, or maintained (including, among other
26 things, testimony, transcripts, and tangible things), that are produced or generated in
27 disclosures or responses to discovery in this matter.
28

- 1 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the
2 litigation who has been retained by a Party or its counsel to serve as an expert witness
3 or as a consultant in this Action.
- 4 2.8 “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY”
5 Information or Items: extremely sensitive “Confidential Information or
6 Items,” disclosure of which to another Party or Non-Party would create a
7 substantial risk of serious harm that could not be avoided by less
8 restrictive means.
- 9 2.9 House Counsel: attorneys who are employees of a party to this Action. House
10 Counsel does not include Outside Counsel of Record or any other outside counsel.
- 11 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal
12 entity not named as a Party to this action.
- 13 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this Action
14 but are retained to represent or advise a party to this Action and have appeared in this
15 Action on behalf of that party or are affiliated with a law firm which has appeared on
16 behalf of that party, and includes support staff.
- 17 2.12 Party: any party to this Action, including all of its officers, directors, employees,
18 consultants, retained experts, and Outside Counsel of Record (and their support
19 staffs).
- 20 2.13 Prior Litigation: Case No. CV 08-04226-GAF-AJWx; Case No. CV 08-
21 08655-GAF-AJW, filed in the United States District Court for the Central
22 District of California.
- 23 2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
24 Material in this Action.
- 25 2.15 Professional Vendors: persons or entities that provide litigation support services (e.g.,
26 photocopying, videotaping, translating, preparing exhibits or demonstrations, and
27 organizing, storing, or retrieving data in any form or medium) and their employees
28 and subcontractors.

1 2.16 Protected Material: any Disclosure or Discovery Material that is designated as
2 “CONFIDENTIAL” Or “HIGHLY CONFIDENTIAL —ATTORNEYS’ EYES
3 ONLY.”

4 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a
5 Producing Party.

6 2.18 Trade Secret: information, including a formula, pattern, compilation,
7 program, device, method, technique, engineering drawings, business
8 plans and projections, test reports, customer communications, sales
9 information, customer information or process that: (1) derives
10 independent economic value, actual or potential, from not being
11 generally known to the public or to other persons who can obtain
12 economic value from its disclosure or use; and (2) is the subject of efforts
13 that are reasonable under the circumstances to maintain its secrecy.

14
15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only Protected Material (as
17 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
18 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
19 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

20 Any use of Protected Material at trial shall be governed by the orders of the trial judge. This
21 Order does not govern the use of Protected Material at trial.

22 4. DURATION

23 Even after final disposition of this litigation, the confidentiality obligations imposed by this
24 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
25 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
26 defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion
27 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the
28 time limits for filing any motions or applications for extension of time pursuant to applicable law.

1 Materials produced in the Prior Litigation will be treated as though produced in this litigation, and
2 the Parties agree to adhere to all confidentiality designations made in the Prior Litigation and all
3 orders from the Prior Litigation regarding the confidentiality and/or discoverability of
4 documents/information. However, nothing herein shall be construed as an admission by any Party
5 that materials from the Prior Litigation are still in existence or were retained.

6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
8 Non-Party that designates information or items for protection under this Order must
9 take care to limit any such designation to specific material that qualifies under the
10 appropriate standards. The Designating Party must designate for protection only those
11 parts of material, documents, items, or oral or written communications that qualify so
12 that other portions of the material, documents, items, or communications for which
13 protection is not warranted are not swept unjustifiably within the ambit of this Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
15 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
16 encumber the case development process or to impose unnecessary expenses and burdens on other
17 parties) may expose the Designating Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it designated for
19 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
20 that it is withdrawing the inapplicable designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
22 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
23 Disclosure or Discovery Material that qualifies for protection under this Order must
24 be clearly so designated before the material is disclosed or produced.

25 Designation in conformity with this Order requires:

- 26 (a) for information in documentary form (e.g., paper or electronic documents, but
27 excluding transcripts of depositions or other pretrial or trial proceedings), that
28 the Producing Party affix at a minimum, the legend "CONFIDENTIAL"

(hereinafter “CONFIDENTIAL legend”) or “HIGHLY CONFIDENTIAL —
ATTORNEYS’ EYES ONLY” (hereinafter “HIGHLY CONFIDENTIAL —
ATTORNEYS’ EYES ONLY legend”, to each page that contains
protected material. If only a portion or portions of the material on a page
qualifies for protection, the Producing Party also must clearly identify the
protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not
designate them for protection until after the inspecting Party has indicated which documents it would
like copied and produced. During the inspection and before the designation, all of the material made
available for inspection shall be deemed either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
—ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
copied and produced, the Producing Party must determine which documents, or portions thereof,
qualify for protection under this Order. Then, before producing the specified documents, the
Producing Party must affix either the “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL
—ATTORNEYS’ EYES ONLY legend” to each page that contains Protected Material. If only a
portion or portions of the material on a page qualifies for protection, the Producing Party also must
clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the
Disclosure or Discovery Material on the record, before the close of the
deposition all protected testimony.

(c) for information produced in some form other than documentary and for any
other tangible items, that the Producing Party affix in a prominent place on the
exterior of the container or containers in which the information is stored
either the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL —
ATTORNEYS’ EYES ONLY.” If only a portion or portions of the
information warrants protection, the Producing Party, to the extent practicable,
shall identify the protected portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
2 designate qualified information or items does not, standing alone, waive the
3 Designating Party's right to secure protection under this Order for such material.
4 Upon timely correction of a designation, the Receiving Party must make reasonable
5 efforts to assure that the material is treated in accordance with the provisions of this
6 Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
9 confidentiality at any time that is consistent with the Court's Scheduling Order.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
11 under Local Rule 37.1 et seq.

12 6.3 The burden of persuasion in any such challenge proceeding shall be on the
13 Designating Party. Frivolous challenges, and those made for an improper purpose
14 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
15 expose the Challenging Party to sanctions. Unless the Designating Party has waived
16 or withdrawn the confidentiality designation, all parties shall continue to afford the
17 material in question the level of protection to which it is entitled under the Producing
18 Party's designation until the Court rules on the challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
21 produced by another Party or by a Non-Party in connection with this Action only for
22 prosecuting, defending, or attempting to settle this Action. Such Protected Material
23 may be disclosed only to the categories of persons and under the conditions described
24 in this Order. When the Action has been terminated, a Receiving Party must comply
25 with the provisions of section 13 below (FINAL DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving Party at a location and in a
27 secure manner that ensures that access is limited to the persons authorized under this Order.

- 1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
2 the court or permitted in writing by the Designating Party, a Receiving Party may
3 disclose any information or item designated “CONFIDENTIAL” only to:
- 4 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
5 employees of said Outside Counsel of Record to whom it is reasonably
6 necessary to disclose the information for this Action;
- 7 (b) the officers, directors, consultants and employees (including House Counsel)
8 of the Receiving Party to whom disclosure is reasonably necessary for this
9 Action;
- 10 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
11 is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 13 (d) the court and its personnel;
- 14 (e) court reporters and their staff;
- 15 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
16 to whom disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 18 (g) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information;
- 20 (h) during their depositions, witnesses ,and attorneys for witnesses, in the Action
21 to whom disclosure is reasonably necessary provided: (1) the deposing party
22 requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
23 they will not be permitted to keep any confidential information unless they
24 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
25 otherwise agreed by the Designating Party or ordered by the court. Pages of
26 transcribed deposition testimony or exhibits to depositions that reveal
27 Protected Material may be separately bound by the court reporter and may not
28

1 be disclosed to anyone except as permitted under this Stipulated Protective
2 Order; and

- 3 (i) any mediator or settlement officer, and their supporting personnel, mutually
4 agreed upon by any of the parties engaged in settlement discussions.

5 Disclosure of “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
6 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
7 writing by the Designating Party, any information or item designated “HIGHLY
8 CONFIDENTIAL — ATTORNEYS’ EYES ONLY” may only be disclosed to:

9 (a) the Receiving Party’s Outside Counsel of Record in this
10 action, as well as employees of said Outside Counsel of Record to whom it is
11 reasonably necessary to disclose the information for this litigation;

12 (b) Designated House Counsel of the Receiving Party (1) who
13 has no involvement in competitive decision-making regarding customer or sales
14 strategy, product pricing, engineering or product design strategy or marketing
15 forecasting or strategy, (2) to whom disclosure is reasonably necessary for this
16 litigation, (3) who has signed the “Acknowledgement and Agreement to Be Bound”
17 (Exhibit A), and (4) as to whom the procedures set forth in paragraph 7.4(a)(1), below,
18 have been followed;¹

19 (c) Experts of the Receiving Party (1) to whom disclosure is
20 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment
21 and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth
22 in paragraph 7.4(a)(2), below, have been followed;

23 (d) the court and its personnel;

24 (e) court reporters and their staff, professional jury or trial
25 consultants, and Professional Vendors to whom disclosure is reasonably necessary for
26

27 _____
28 ¹ This Order contemplates that Designated House Counsel shall not have access to any information
or items designated “HIGHLY CONFIDENTIAL — SOURCE CODE.”

1 this litigation and who have signed the “Acknowledgment and Agreement to Be
2 Bound” (Exhibit A); and

3 (f) the author or recipient of a document containing the
4 information or a custodian or other person who otherwise possessed or knew the
5 information.

6 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
7 CONFIDENTIAL — ATTORNEYS’ EYES ONLY” Information or Items to Experts.

8 (a) (1) Unless otherwise ordered by the court or agreed to in
9 writing by the Designating Party, a Party that seeks to disclose to Designated House
10 Counsel any information or item that has been designated “HIGHLY
11 CONFIDENTIAL –ATTORNEYS’ EYES ONLY” PURSUANT TO PARAGRAPH
12 7.3(b) first must make a written request to the Designating Party that (1) sets forth the
13 full name of the Designated House Counsel and the city and state of his or her
14 residence and (2) describes the Designated House Counsel’s current and reasonably
15 foreseeable future primary job duties and responsibilities in sufficient detail to
16 determine if House Counsel is involved, or may become involved, in any competitive
17 decision-making.

18 (a) (2) Unless otherwise ordered by the court or agreed to in
19 writing by the Designating Party, a Party that seeks to disclose to an Expert (as
20 defined in this Order) any information or item that has been designated “HIGHLY
21 CONFIDENTIAL -ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c) first
22 must make a written request to the Designating Party that (1) identifies the general
23 categories of “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY”
24 information that the Receiving Party seeks permission to disclose to the Expert, (2)
25 sets forth the full name of the Expert and the city and state of his or her primary
26 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the
27 Expert’s current employer(s), (5) identifies each person or entity from whom the
28 Expert has received compensation or funding for work in his or her areas of expertise

1 or to whom the expert has provided professional services, including in connection
2 with a litigation, at any time during the preceding five years,² and (6) identifies (by
3 name and number of the case, filing date, and location of court) any litigation in
4 connection with which the Expert has offered expert testimony, including through a
5 declaration, report, or testimony at a deposition or trial, during the preceding five
6 years.

7 (b) A Party that makes a request and provides the information
8 specified in the preceding respective paragraphs may disclose the subject Protected
9 Material to the identified Designated House Counsel or Expert unless, within 7 days
10 of delivering the request, the Party receives a written objection from the Designating
11 Party. Any such objection must set forth in detail the grounds on which it is based.

12 (c) A Party that receives a timely written objection must meet
13 and confer with the Designating Party (through direct voice to voice dialogue) to try to
14 resolve the matter by agreement within seven days of the written objection. If no
15 agreement is reached, the Party seeking to make the disclosure to the Designated
16 House Counsel or Expert may file a motion as provided seeking permission from the
17 court to do so. Any such motion must describe the circumstances with specificity, set
18 forth in detail the reasons why disclosure to the Designated House Counsel or Expert
19 is reasonably necessary, assess the risk of harm that the disclosure would entail, and
20 suggest any additional means that could be used to reduce that risk. In addition, any
21 such motion must be accompanied by a competent declaration describing the parties'
22 efforts to resolve the matter by agreement (i.e., the extent and the content of the meet
23 and confer discussions) and setting forth the reasons advanced by the Designating
24 Party for its refusal to approve the disclosure.

25
26 _____
27 2 If the Expert believes any of this information is subject to a confidentiality obligation to a third-
28 party, then the Expert should provide whatever information the Expert believes can be disclosed
without violating any confidentiality agreements, and the Party seeking to disclose to the Expert
shall be available to meet and confer with the Designating Party regarding any such engagement.

1 In any such proceeding, the Party opposing disclosure to the Designated House
2 Counsel or Expert shall bear the burden of proving that the risk of harm that the
3 disclosure would entail (under the safeguards proposed) outweighs the Receiving
4 Party's need to disclose the Protected Material to such persons.

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
6 LITIGATION

7 If a Party is served with a subpoena or a court order issued in other litigation that compels
8 disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party
9 must:

- 10 (a) promptly notify in writing the Designating Party. Such notification shall
11 include a copy of the subpoena or court order;
- 12 (b) promptly notify in writing the party who caused the subpoena or order to issue
13 in the other litigation that some or all of the material covered by the subpoena
14 or order is subject to this Protective Order. Such notification shall include a
15 copy of this Stipulated Protective Order; and
- 16 (c) cooperate with respect to all reasonable procedures sought to be pursued by
17 the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served with the subpoena
19 or court order shall not produce any information designated in this action as "CONFIDENTIAL"
20 before a determination by the court from which the subpoena or order issued, unless the Party has
21 obtained the Designating Party's permission. The Designating Party shall bear the burden and
22 expense of seeking protection in that court of its confidential material and nothing in these
23 provisions should be construed as authorizing or encouraging a Receiving Party in this Action to
24 disobey a lawful directive from another court.

25 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
26 LITIGATION

- 27 (a) The terms of this Order are applicable to information produced by a Non-
28 Party in this Action and designated as "CONFIDENTIAL." Such information

1 produced by Non-Parties in connection with this litigation is protected by the
2 remedies and relief provided by this Order. Nothing in these provisions should
3 be construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to produce a
5 Non-Party's confidential information in its possession, and the Party is subject
6 to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party that
9 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably specific
12 description of the information requested; and

13 (3) make the information requested available for inspection by the Non-
14 Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court within 14 days
16 of receiving the notice and accompanying information, the Receiving Party
17 may produce the Non-Party's confidential information responsive to the
18 discovery request. If the Non-Party timely seeks a protective order, the
19 Receiving Party shall not produce any information in its possession or control
20 that is subject to the confidentiality agreement with the Non-Party before a
21 determination by the court. Absent a court order to the contrary, the Non-Party
22 shall bear the burden and expense of seeking protection in this court of its
23 Protected Material.

24
25 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
27 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
28 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized

disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party’s request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: January 18, 2018

REED SMITH LLP

By: /s/ Raffi Kassabian

Raffi Kassabian

RKassabian@ReedSmith.com

Attorneys for PLAINTIFF

Dated: January 18, 2018

ANGLIN, FLEWELLING, RASMUSSEN,
CAMPBELL & TRYTTEN LLP

By: /s/ Todd M. Sorrell

Todd M. Sorrell

tsorrell@afrc.com

Attorneys for DEFENDANTS

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED January 18, 2018

/ s / Alka Sagar

Honorable Alka Sagar

United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the United States District Court for the
Central District of California on [date] in the case of _____ **PRECI-DIP**
SA v. TRI-STAR ELECTRONICS INTERNATIONAL, INC. and CARLISLE
INTERCONNECT TECHNOLOGIES, INC. and DOES 1-10, inclusive, 2:17-cv-05052-GW-
AS. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central
District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
if such enforcement proceedings occur after termination of this action. I hereby
appoint _____ [print or type full name] of _____ [print or type
full address and telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____